

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: APRIL 16, 2003

DIVISION: COMMUNITY SERVICES

BULK ITEM: YES

DEPARTMENT: COMMUNITY SERVICES

AGENDA ITEM WORDING: Approval of payment to the South Florida Employment and Training Consortium in the amount of \$3,000.00 to cover Monroe County's share of a Settlement Agreement with Bessie Stubbs.

ITEM BACKGROUND: In exchange for Ms. Stubbs dismissal of her lawsuit with prejudice (being illegally passed over for promotions because of racial discrimination), in February, 2002, a settlement agreement was reached with South Florida Employment and Training Consortium. Monroe County's share of that settlement agreement is \$3,000.00.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approve payment.

TOTAL COST: \$3,000

BUDGETED: No

COST TO COUNTY: \$3,000

SOURCE OF FUNDS: Ad-Valorem Taxes

REVENUE PRODUCING: N/A

AMOUNT PER MONTH /YEAR: N/A

APPROVED BY: County Attorney N/A

OMB/Purchasing N/A

Risk Management N/A

DIVISION DIRECTOR APPROVAL

  
JAMES E. MALLOCH, Division Director

DOCUMENTATION: Included XXX

To Follow

Not Required

AGENDA ITEM #

C11

DISPOSITION: \_\_\_\_\_

**AGREEMENT BETWEEN MIAMI-DADE COUNTY,  
SOUTH FLORIDA EMPLOYMENT & TRAINING CONSORTIUM  
AND BESSIE STUBBS**

WHEREAS, Bessie Stubbs ("Stubbs") has filed an action against South Florida Employment & Training Consortium ("SFETC") and Miami-Dade County ("County") for employment discrimination, Bessie Stubbs vs. South Florida Employment & Training Consortium, a department of Miami-Dade County and Miami-Dade County, Case No. 99-2119-Civ-Hoeveler (the "Action"); and

WHEREAS, the parties wish to resolve any remaining issues concerning Stubbs' employment and claims amicably,

**IT IS HEREBY STIPULATED AND AGREED THAT:**

1. Throughout this Agreement, the term "Defendants" refers both to SFETC and the County collectively;

2. In exchange for Stubbs' dismissal of her lawsuit with prejudice and execution of a release and the fulfillment of other promises set forth in this Agreement, the Defendants shall pay \$60,000 to Stubbs and her attorneys, Clyne & Self, P.A. as follows. Five Thousand Dollars (\$5,000.00) will be paid to Stubbs directly as compensation for back pay. The County shall issue a regular payroll check and pay all applicable state and federal taxes, and make appropriate deductions. The remaining Fifty-five Thousand Dollars (\$55,000.00) shall be paid to the Trust Account of Clyne & Self, P.A. as compensation for emotional distress (\$35,020.00), and attorney's fees (\$19,980.00).

3. In addition, the following other tasks will be performed by the Defendants:

- A. Stubbs will be promoted to the position of Contract Officer with an effective job classification start date of October 1, 1997;
- B. Stubbs pay as a Contract Officer from the date of settlement should be at Step 12, which is currently \$2,341.14 per pay period;
- C. Stubbs retirement benefits will be calculated to effectuate her pay scale as Contract Officer with a October 1, 1997 commencement date, and all appropriate adjustments should be made to reflect this change;

~~D. Salary pay for Stubbs should be considered that of a Contract Officer since October 1, 1997.~~ WXC

4. The parties agree to the following:

- A. The parties shall keep this Agreement and all its terms and conditions strictly confidential with the following exceptions: County can reveal terms to employees necessary to effectuate the terms of the Agreement; County can reveal terms of Agreement in accordance with any public records requests; Stubbs can disclose terms of settlement to her financial advisors and immediate family;
- B. The parties agree to execute a joint stipulation of dismissal with prejudice with each party to bear its own cost and fees in accordance with the terms of paragraph 2 above.
- C. The parties agree to abide by the waiver and release set forth in the following paragraphs.

5. WAIVER OF CLAIMS

In consideration for the Defendants agreement to settle any claims against the County and SFETC and for other good and valuable consideration, I, Bessie Stubbs, agree to waive any and all rights I may have against SFETC and the County and its employees. This waiver includes any right I may have against Dade County, of trying to obtain back pay or wages, of taking a grievance or an appeal, including any administrative appeal for unemployment compensation benefits against the Defendants, or of taking an appeal of any matter or grievance. If I am engaged in any part of any process involving formal or informal action addressed to an adjudication of employment rights, labor relations, civil rights, rights against discrimination, or unemployment rights under any ordinance, statute, rule or contract, whether local, state or federal, I agree to immediately withdraw from taking any such action or from appealing the loss of any such action. If withdrawal of the grievance or claim is not possible, I agree to notify the appropriate authorities that I have settled my dispute with the Defendants and am no longer interested in pursuing any additional relief against the Defendants.

I, for myself, my heirs, executors, administrators, successors and assigns, hereby irrevocably and unconditionally release, acquit, and forever discharge Defendants, its agents, employees, assigns, successors, administrators, and all other persons, firms, corporations, associations, or partnerships acting by, through, under, or in concert with any of them, of and from any and all charges, claims, complaints, liabilities, obligations, causes of action, promises, agreements, controversies, damages, suits, rights, demands, costs, losses, grievances, debts and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected including, but not limited to, any alleged violation of the Civil Rights Act of 1871, Title VII of the civil rights Act of 1964 as amended, the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Age Discrimination in Employment Act (ADEA), the Family Medical Leave Act (FMLA), and any other rights under federal, state, or local laws prohibiting any form of harassment, intimidation, discrimination or bias, or any violation of civil rights, wrongful discharge or

termination or of any other type of claims growing out of my employment with the Defendants, which I have on account of or in any way growing out of any known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof and arising out of the employment relation between myself and the Defendants.

I also agree not to bring any suit, claim, demand or action or litigation in any forum or court, whether administrative, judicial or quasi-judicial, state or federal, against the Defendants and/or any of their employees or agents on any issue or matter or cause of action arising or allegedly arising out of my employment with the Defendants as of the date of the execution of this Agreement.

I HAVE READ THE ABOVE WAIVER AND HAVE HAD AN OPPORTUNITY TO DISCUSS IT WITH AN ATTORNEY. I understand the rights and benefits I am giving up and giving up those rights and benefits in exchange for the benefits set forth in this Agreement.

6. The parties agree and state that no promise, inducement or agreement not expressly contained herein has been made, and that this agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.

7. The parties have read the foregoing agreement and fully understand it.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of January, 2002.

By:

Jedira Harris Neubred  
South Florida Employment  
& Training Consortium

By:

[Signature]  
Miami-Dade County

APPROVED AS TO LEGAL  
FORM AND CONTENT.  
DATE: 2-6-02  
BFCO GENERAL COUNSEL

[Signature]

Bessie Stubbs  
Bessie Stubbs

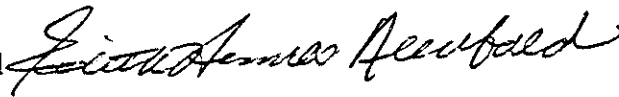
# MEMORANDUM

**TO:** Richard Perez  
Finance Director

**FROM:** Edith Humes-Newbold  
Executive Director

**RE:** Bessie Stubbs Settlement

**DATE:** February 1, 2002



Please prepare and forward to each Consortium Member the following invoices for: Settlement of Bessie Stubbs Matter:

1. City of Miami ..... \$17,000  
Attention: Barbara Rodriguez
2. City of Miami Beach ..... \$3,000  
Attention: T.C. Adderly
3. City of Hialeah ..... \$4,800  
Attention: Fred Marinelli
4. Monroe County ..... \$3,000  
Attention: James Malloch
5. Miami-Dade County ..... \$32,200  
Attention: Barbara Jordan



## MEMORANDUM

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TO: Joseph Alfano, Director  
SFETC-PIC

DATE: February 12, 2002

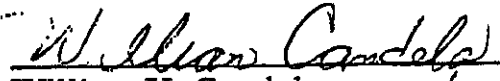
FROM: William X. Candela  
Assistant County Attorney

SUBJECT: Stubbs v. MDC

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**VIA FACSIMILE (305) 499-5471**

Attached is a copy of the fully executed copy of the Settlement Agreement for your file. Also attached is the original W9 for Clyne & Self, P.A. and Bessie Stubbs. Please request the settlement checks as soon as possible. If you have any questions, please contact me at (305) 375-2147.

  
William X. Candela  
Assistant County Attorney *by mp*

WXC:mp

Attachments

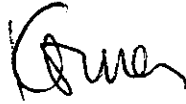
cc: Frank Batista  
Equal Opportunity Officer

Robert Korner, Esq.  
General Counsel

## MEMORANDUM

TO: Edith Humes-Newbold  
Executive Director

FROM: Robert D. Korner



DATE: February 13, 2002

SUBJECT: Stubbs Settlement

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My understanding of the Stubbs settlement requires the payment from Consortium Members as follows:

Miami-Dade County .....	\$32,200.00
City of Miami .....	\$17,000.00
City of Hialeah .....	\$4,800.00
City of Miami Beach .....	\$3,000.00
Monroe County .....	<u>\$3,000.00</u>

TOTAL \$60,000.00

TO: Barbara Jordan, Assistant County Manager  
Office of the County Manager  
FROM: *Edith Humes-Newbold*  
Edith Humes-Newbold, Executive Director  
South Florida Employment & Training Consortium  
DATE: February 14, 2002  
RE: **Bessie Stubbs Settlement**

The South Florida Employment and Training Consortium (SFETC) has settled a case brought by Ms. Stubbs who alleged being illegally passed over for promotions because of racial discrimination. The settlement including back pay from October 1997 to present, attorney fees and cost that totaled \$60,000.00.

Consortium Members agreed to the following payments:

Miami-Dade County	\$32,200.00
City of Miami	17,000.00
City of Hialeah	4,800.00
City of Miami Beach	3,000.00
Monroe County	<u>3,000.00</u>
<b>TOTAL</b>	<b>\$60,000.00</b>

**SFETC/TEC**

**BARRINGTON COOMBS, DEPUTY DIRECTOR SFETC**

**3/6/2003**

**INVOICE  
BS#002**

**INVOICE TO:**

<b>MONROECOUNTY</b>		<b>ATTN: JAMES MALLOCH</b>	
<b>DESCRIPTION</b>		<b>INVOICE AMOUNT</b>	
<b>Settlement of Bessie Stubbs</b>		<b>\$3,000.00</b>	
		<b>\$3,000.00</b>	

**BY CHECK:**

**MAKE PAYABLE TO: SFETC/TEC**

Send payment to: Attn: Barrington Coombs